## THE COURTS.

Pains and Penalties of a Summer Sojourn in the Country.

PRISONER'S PREROGATIVE.

Motion for a New Trial in the Silk Smuggling Case.

AN OPERATIC DIVORCE.

Miss Isabella S. Graves, together with her mothe at summer, taking board at a boarding house in that alleged wealthy pachelor and owner of a fine farm in Greene county. Miss Graves says that Mr. Lew chaved himself like a gentleman for some time, but flerward began to drink immoderately, and then beers in the house. She states further that on he 8th of December when, with two small boys, she was riding in a carriage Lewis in-tercepted her, stopped her horses, and shaking his fist at her so frightened her shaking his fist at her so frightened her shaking his fist at her so frightened her that she leaped from the vehicle and fied to a house in the neighborhood; that Lewis followed after her, and being stopped on his entrance into the house ontered into a parley with the lady of the house who intercepted him in his pursuit, and that she, taking advantage of the delay, escaped by a rear door and hurried back to her carriage hoping to prevent any further disautabance on the part of her persecutor. She was not thus nortunate, as would appear from the rest of her story, for hardly had she re-centered the carriage when Lewis seized hold of her, struck her several violent blows of the tack and shoulders, tore her sacque nearly off from her and attempted to abrow her from the vehicle. She further alleges that she was laid up for some time on account of the interes thus sustained, and that on the next day in order to make a complaint before the Justice of the Peace she had to be littled into a carriage and held up while making her complaint before the Justice of the Peace she had to be littled into a carriage and held up while making her complaint before the Justice of the Peace she had to be littled into a carriage and held up while making her complaint before the Justice of the Peace she had to be littled into a carriage and held up while making her complaint before the Justice of the Peace she had to be littled into a carriage and held up while making her complaint before the Justice of the Peace she had to be littled into a carriage and held up while making her complaint before the Justice of the Peace she had to be littled into a carriage and held up while making her complaint before the Justice of the Peace she had to be littled into a carriage and held up while making her complaint before the Justice. She has brought to displaint the part of the part

PAY OR STAY.

Judge Davis yesterday denied the motion to vacate the order of arrest granted by Judge Donohue the suit of Emil Aaron and Issac Alexan-ragainst Burgheim J. Bernhardt. During Septemer and October last the defendant bought a large antity of kid gloves from the plaintiffs, having preously stated, for the purpose of inducing credit viously stated, for the purpose of inducing credit, that he was perfectly solvent and had loaned out at interest a certain sum of money which would become due November 2, 1877. Shortly after the sale of the goods detendant failed. The plaintiffs, by Hart & Bamberger, their autorneys, commenced an action for the return of the goods, claiming that plaintiffs had never parted with the owner-amp of them, as the sale had been induced and the delivery made by the fraud of defendant. On a certificate of the Sheriff that the goods could not be found, and on an affidavit setting forth the fraud of plaintiffs, attorneys obtained an order of arrest against Bernhard. The nature of the action required special bail to be given by defendant to pay any judgment that might be recovered by plaintiffs. Thus defendant was unable to do, although he could have furnished bail for his appearance, the motion to vacate the order of arrest was argued by A. Blumenstiel, who claimed that the plaintiffs papers did not present a strong enough case to warrant so severe a proceeding. Mr. Regional Hart opposed the motion on the ground that the affidavit of plaintiffs phowed an intent on the part of defendant to cheat the plaintiffs showed an intent on the part of defendant to cheat the plaintiff showed an intent on the part of defendant to cheat the plaintiff showed an intent on the part of defendant in the promises. Judge Whitney in Albany, and spent the proceeds; also that when defendant failed he rad, comparatively speaking, no stock whatever in his promises. Judge bavis granted defendant liverty to renew on additional affidavits on payment of costs. Should the order of arrest, however, be sustained, notwithstanding the additional affidavits, the defendant will be obliged to give the special bail required or spend a considerable portion of his life in Hotel de Ludow, where he is at present confined. Ressra Blumenstel & Ascher appeared for the defendant, and Messra Hart & Bamberger for the plaintiffs.

In this case, in which all the defendants, excepting aff and Owen, were, at the conclusion of the trial, before Judge Benedict, in the United States Circuit ion to set aside the veguict against Graff and Owen and for arrest of judgment will be made next Wednesday. The jury having disagreed on every sharge in the indictment but the one known as the "Owen over; act," the grounds of the motion for a new trial, it is understood, will be substantially those DIVORCE IN OPERATIC CIRCLES.

Elizabeth Laurent has brought suit against Henry Laurent, her husband, for divorce upon a charge of with the Mrs. Oates' Comic Opera Troupe, which for some time past has been traveiling through the West and South and is at present at Wheeling, W. Va. The defendant is charged with adultery with Miss Alice Oates on the 10th of July last at the Union Square Botel in this city. The complaint alleges other adulteries with the same person at Richmond, Va., New Orleans, St. Louis, Chicago, Louisville and Wasnington, D. & Application was made to Judge Davis for an order granting service of the summons by publication, which was granted. The parties were married on the 16th of February, 1874, at London, England. with the Mrs. Oates' Comic Opera Troupe, which for

REMINISCENCE OF LONG BRANCH. William L. McInters and William M. Gawtry have been for some years owners of the property known as the Mansion House, at Long Branch, and last sum mer they leased a furnished cottage adjoining the hotel to Clarence Ogden to be used as a boarding house. The lease was for three months, at \$800 for the term. Mr. Ogden paid but \$400, and Messrs, McIntyre & Gawtry commenced suit for the balance. Mr. Ogden interposed a detence that the pump had green out and that his guests had their nostrike of isnaed by a nuisance erected by Mr. McIntyre contiguous to the cottage; that the guests loft in consequence of this noisance on the 30th August last, and that he and his lamily also loft shortly after. He claims \$1,000, and desires to offset this amount to the sistin in suit. Upon affidavits Mr. Henry H. Morange, counset for plaintiffs, moved for judgment for plaintiffs on the ground that the answer was sham. Mr. Sandford, on the part of defendant, produced several affidavits, among which was one from Mrs. Stevens, Judge Davis, before whom the argument on the mother took place in Supreme Court, Chambers, held that the defence of no water was not good, but on the other points took the papers. house. The lease was for three months, at \$800 for

THE WHEELER BANKRUPTCY.

United States Commissioner Osborne gave his deon yesterday in the case of Mr. G. M. Wheeler, who is a bankrupt and who is charged with having certain property and effects and with having concealed where property and effects and with having concealed where property to prevent its coming into the lands at the assignee in bankruptcy. The Commissioner holds that the omission to make the shry of the assets at W. Bailey Lang & Co., of which firm Wheeler was a member, is remediable, masmuch as the assets are still within the jurisdiction of the Bankruptcy Court, and that the bankrupt can be compelled to enter thom on the application of the creditors. There was no proof, the Commissioner said, of concealment of assets or of criminal intent, and, therefore, the defendant would be discharged.

DUNCAN, SHERMAN & CO.

In the suit brought by the United States of Mexico gainst Duncan, Suerman & Co., ex-Judge Shipmen, ander Duncan, a motion was argued yesterday before ander Duncan, a motion was argued yesterday before Judge Davis, in Supreme Court, Chambers, to interpose as a bar to the sun the decree entered in the suit brought for the same purpose in the United States Court, a stay in the present suit having been granted pending the decision in the action brought in the fedwal court. Judge Davis took the papers. Meantime, in the suit brought by the Trenton Banking Company against the same parties Judge Davis has given a decision allowing the putting in of a supplemental answer on payment of costs, but with the stipulation that if the plaintiffs desire to discontinue the suit they can do so without costs.

IMPORTANT JUDICIAL ORDER. The Supreme Court judges yesterday fired the fol-lewing document, which speaks for itself;- do hereby appoint the times and places of holding the circuit courts, courts of Oyer and Terminer, special terms and special special series for the years 1873 and 1879, as follows:—Three circuit courts to be known respectively as Part 1, Part 2 and Part 3, to be held on the first Mondays of January, February, March, April, May, June, October, November and December, at the Court House, in the city of New York; courts of Oyer and Terminer, on the first Tuesdays of February and November of each year in the places aforesaid; special terms for equity cases and enumerated motions the first Mondays of January, February, April, June, November, November and December of each year for Part 1, and on the first Mondays of February, April, June, November and December of each year for Part 2, at the place aforesaid. Special terms and Chambers business on the first and third Mondays of each month in each of said years at the place aforesaid. In witness whereof the several Judges of said Court have hereunto set their hands, this 30th day of November, 1877.

NOAH DAVIN.

CHARLES DONOHUE.

GEORGE C. BARRETT.

SUMMARY OF LAW CASES. United States Commissioner Shields yesterday committed Henry Williams, Richard Seymour and James E. Wright, charged with passing counterfeit bills of

of the Grand Jury.

John Percy was yesferday fined \$100 by Judge Donohue, upon contempt proceedings in two suits, the facts of which have been published, and ordered

demorred to on the ground that no cause of action was shown.
The trial of a suit brought by George Groencke va. Albert Bernhard for obtaining goods under false representations, before Judge Alker and a jury vesterday, resulted in a verdict for plaintiff for \$29 80, the full amount claimed, with interest. Plaintiff claimed that defendant represented bimself to be H. Bernard, the owner of the millinery store No. 546 Eighth avenue, and that goods were sold and credit given upon the faith of that representation. Defendant, however, contended that H. Bernard was his wife's name, that the store belonged to her and that he was simply acting as her agent. The defendant was arrested upon an order issued by Judge Goopp, in May, 1876. The plaintiff was represented by Jacob A. Cantor and the defendant by M. J. Waldheimer.

In 1855 General Daniel E. Sickles gave his note for \$500 to George Clark, which note the latterturned over

SUPREME COURT-CHAMBERS. By Presiding Judge Davis.

Neilson vs. Martin and others.—Granted.

Kohlsaat va. Devoe; Greenwich Savings Bank va.

Youngs; Same vs. Same; Goelet vs. Ellis; People vs.

American Popular Lite insurance Company; Hanks
vs. Keiso; Security Savings Bank vs. Smith; Mayor,
&c., vs. Gothwald; Mayor, &c., vs. Hogs; Mayor, &c.,
vs. Schwarzier; Moses vs. Samuels; Murray vs. Willtams; Murrhy vs. Gerlitz; Shortwell vs. Dupuy;

Miller vs. Smith; Arnswick vs. Gissler, &c.; Dress
and others vs. Meyer; Johnson vs. Martin.—Orders
granted.

lowes to the party.

Best vs. McGrath.—The plaintiff may discontinue if so advised, in paying taxable costs of the action out of the funds in his bands without costs of opposing motion. Otherwise metion denied, with \$10 costs of

Marsh vs. Woosley.—I think all the orders should be.

Marsh vs. Woosley.—I think all the orders should be vacated and set aside as imprudently granted. It is now shown, which did not appear before, that defendant does not transact business in person at his office, but has been confined for a long time in Brooklyn by sickness. Under the circumstances the order should be without costs.

Trenton Banking Company vs. Duncan.—Defendant may have leave to file the supplemental answer within ten days of the entry of order herein on paying \$10 costs of opposing mosion.

Aaron vs. Burgheim and others.—The motion should be denied, with costs, but without prejudice to its renewal on affidavits on the part of detendant on payment of the costs hereby allowed.

Moore vs. Shaw.—Motion denied; memerandum.

By Judge Lawrence.

Costello vs. Mead.—Order does not conform to decision.

Sion.
Chester vs. Gameeli,—Order granted,
Rohrbeck vs. Goebler.—Thayer Manufacturing Company vs. Lazigan.—Granted,
Bioomfieid vs. Gearty.—Granted,
In the matter of Jettor.—Order as resettled.

Bloch vs. Bloch.—Referred to D. A. Casserly to accertain and report whether any and, if so, what amount should be allowed to the plainsiff for tempo-rary airmony and for counsel lee in this action.

SUPREME COURT-SPECIAL TERM.

Morrargue vs. Regna.—See memorandum.
Lounsberry vs. Potter.—Demurrer to answer overruled with liberty to plaintiff to reply upon terms.
Opinion.
Methodist Episcopal Church at Harlem vs. The
Mayor.—Judgment for defendant on demurrer.
Opinion. Opinion.

Beil et al vs. Steela.—There should be judgment for the plaintiff on the demurrer with liberty to the dendants to answer in ten days on payment of costs,

By Judge Van Hoesen.
In the matter of Hiscox.—Reference ordered.
In the matter of McMedian; Trustees of Astor Library vs. Risdon.—Applications granted.
Williams vs. Goakin.—Commission ordered.
Singer Manufacturing Company vs. Maiun.—Application granted.

COMMON PLEAS-SPECIAL TERM.

Singer lands and the control of the

Cow.

Casey vs. New York Contral and Hudson River
Railroad Company; Houghtaing vs. Johnson.—Order
to advance cause granted.
Ross vs. Stevens; Gossage vs. Stevens.—Metion to
dismiss complaint granted.

By Judge Larremore.

Jackson vs. Jackson.—Order settled.

MARINE COURT-CHAMBERS

By Judge Shea.

Kitching vs. Schwartz; itead vs. Swartz; Haberman
vs. Reichman; Wilson vs. Taylor; Wilson vs. Murray.—Motions granted for short calendar.
Goodman vs. Koninsky.—Motion to overrule demorrer as irivolous and for judgment granted.
Rarth vs. McDonald.—Proceedings dismissed, with
costs. Hall vs. Ginnerer .- Juigment for plaintiff for

Boyd vs. Van Zandt .- Demurrer sustained. By Judge Sheridan.
The Columbia Grain Steaming Company vs. Shay.—

Motion denied. Coben vs. Kubn.—Case settled.

GENERAL SESSIONS-PART 1.

Before Judge Gildersleeve.

WARNING TO POCKETBOOK SNATCHERS John Martin, of Twenty-sixth street and Tenth ave nue, pleaded guilty to petit larceny from the person, taining \$17 and a pair of eye-glasses, the property of Matilda Taylor, of No. 106 West Thirteenth street, as she was waiking on Sixth avenue. Judge Gidersieeve sent the prisoner for the term of two years and six months to the State Frison. Patrice Cassidy, a junk dealer, of No. 218 East Thirty-mint street, pleaded guilty to a similar offence. He snatened a pocket-book, containing \$5, from Carrie M. Damon, of No.

BURGLARY AND LABCENY. Johnson, of No. 828 West Thirty-fourth street, one of three men who broke into a store at No. 1,444 Broadway on the 13th of November last, No. 1,444 Broadway on the 13th of November last, but were caught before any property was carried off, pleaded guilty and was sontenced to State Prison for two years and aix months.

James Scannell, aged sixteen, of No. 770 Second avenue, pleaded guilty to the charge of grand farcony, having stoien a quantity of clothing from the store of Samuel Fogg, No. 305 East Thirtieth street. He was sent to the Penitentiary for one year.

GENERAL SESSIONS-PART 2. Before Recorder Hackett.

ANOTHER CAUTION TO EURGLARS. Frank Grachman, a German, a well known burglas avenue, was arraigned for trial by Assistant District degree. On the night of the 21st of November the degree. On the night of the 21st of November the prisoner broke into the premises of George Greener, No. 744 Ninth avenue, and stole property, including a gold watch and chain, valued at \$1600. He was suspected of the crime, and when arrested part of the stolen property was found on his person. He pleaded guilty, but offered no excuse in mitigation of his oftence, and, it appearing that he had been previously arrested for similar crimes, Recorder Hackett in passing sentence observed that under the circumstances he would inflict a severe pensity, not so much to punish the accused, but in order to deter it possible evil doers of his stamp from prosecuting their netarious pursuits. He did not know whether the sentence would have that effect, but in this case no mercy could be shown. The prisoner was then sentenced to fitteen years at hard labor in the State Prison.

CLOSE OF A BAD CAREER. ingston, a seamstress aged thirty-three, with whom he lived at No. 502 West Forty-fourth street, were arwere three indictments against the prisoners, they being charged with having at various times stolen from the residence of James S. Roberts, No. 101 West Fity-difft street, property, consisting of sliverware, laces, sits, jewelry, clothing and other articles amounting in value to over \$500. The woman was suspected of the robberty, and when arrested confessed her crime, stating at the same time that she had been assisted throughout by the prisoner McCaffrey. When brought up to the bar the prisoners, both of whom were well known to the poince, pleaded guity. The Recorder sentenced McCaffrey to four years and six months in the State Prison, and the woman for the term of two years and six months in the Penicentiary. were three indictments against the prisoners, they

ANOTHER BURGLAR'S FATE. was a bookbinder, was charged with breaking into the restaurant of Theodore Bandeau, No. 130 East Thirteenth street, on the 29th of November last, and stealing a gold watch and chain and a quantity of clothing. He was said to be a professional thief, and the Recorder sent him to the State Prison for the term of four years.

Joseph Ford entered the saleon of Frank W. Abbott and stole from the sale \$38, and, on pleading guilty, was sentenced to eighteen months in the State Prison. George Crawford, of No. 42 Horatie street, broke

George Crawford, of No. 42 Horatie atreet, broke into the premises of William N. Hines, on the latinst, with intent to steal a quantity of silverware. He pleaded guilty to the charge and was sent to the State Prison for two years and six months.

A stawart woman, who gave the name of Mary Ann Buchanan, aged twenty-nine years, was charged with laving induced Jane Thompson, of No. 418 East Twenty-third street, to enter her room in East Twenty-tight street, and while there with snatching from the bosom of the complainant the sum of \$3.50 and at the same time striking her a blow on the head. The prisoner pleaded guilty, and was sent to the Penitentary for one year and six months.

MOSES SINGER CONVICTED Recorder Hackett charged the jury yesterday in the case of the young man Moses Singer, of No. 77 East committed an atrocious assault upon a little girl six years old. The Recorder explained the law bearing on the case, and the jury, after a brief absence, returned a verdict of guilry. Mr. Wilham F. Howe, on the part of the prisoner, made a motion for a new trial, which was relused. The prisoner was remanded for sentezce. AN ALLEGED FORGER.

Edgar B. Phelps, the young man who was indicted on a charge of uttering checks on which was lorged the name of District Attorney Phelps, was brought to the bar and pleaded not guilty. The prisoner was re-manded for trial

COURT CALENDARS.

COURT CALENDARS.

SUFREWE COURT—CHAMBERS—Held by Judge Davis.—
Nos. 144, 147, 160, 168, 169, 170, 189, 190, 191, 202, 226, 235, 20, 51, 59, 72, 77, 81, 83, 93, 94, 122, 123, 125, 125, 127, 130, 137, 138, 154, 155, 168, 161, 162, 172, 181, 182, 194, 197, 200, 203, 205, 209, 210, 211, 219, 221, 223, 225, 227, 229, 231, 232, 233, 234. The Assessment Casemagr with not be called to-day.

SUPREME COURT—SPECIAL TREM—Held by Judge Barrett.—Uses on, No. 553. No day calendar.

SUPREME COURT—GRECIT—Part 1—Held by Judge Donohue.—Nos. 2738, 1148, 1792, 814, 1164, 1131, 494, 2479, 789, 1222, 1863, 96755, 786, 415, 3895, 1999, 2000, 2039, 2040, 2041, 2042, 2043, 2044, 141, 948, 2031, 1143, 793, 1355, 50554, 1106, 1142, 1182, 863, 2700, 1727, 1816, 187, 1219, 2808, 2539, 2540. Part 2—Held by Judge Lawrence.—Grec en, No. 346. No day calendar. Part 3—Held by Judge Van Brunt.— Case on, No. 35. No day calendar.

the action and be taxed to defendant if he succeeds in the action.

Spaniding vz. Martin.—The error in the statement is such as to require correction. The motion may stand over for jurther affidavit on the subject and be brought on the 12th inst. on serving such affidavit and two days, notice to plaintiff's attorney.

Matter dented with \$10 costs to the first product of the first prod

Hoesen.—Nos. 6, 7, 30, 33, 16, 20, 27, 31. Demarrer—No. 1.

Common Plazas—Trial Tram—Part 1—Held by Judge Larremore.—Nos. 1945, 1172, 470, 1963, 1182, 486, 998, 1366, 601, 1200, 1264, 2067, 264, 1103, 1226, 1401. Part 2—Held by Judge Robinson.—Caso on.—No. 362. No day calendar. Part 3.—Adjourned for the term.

Marine Court—Thial Tram—Part 1—Held by Judge McAdam.—Nos. 2520, 2321, 2317, 1973, 495-5, 3763, 2365, 2365, 2269, 1987, 2318, 3635, 3763, 692, 2453 to 2479 inclusive, 2481, 2482, 2483, 2484, 2486, 2487, 2488, Part 2—Held by Judge Alker.—Nos. 2203, 1080-5, 2355, 1735, 2440, 2441, 2442, 2443, 2444, 2445, 2447, 2448, 2449, 2450, 2451, Part 3—Held by Judge Goopp.—Nos. 2633, 1141-5, 4795, 990-5, 1600-5-5, 3479, 2651, 1138, 2182, 3780, 2178, 2480, 2481, 2482, 2493.

Supremor Court—General Tram—and Common Plazas—General Tram—Adjourned until December 23.

Court of General Sessions—Part 1—Held by

PREAS—GENERAL TREM—Adjourned for the term.
SUPREME COURT—GENERAL TERM—Adjourned until December 28.
COURT OF GENERAL SESSIONS—Part 1—Held by Judge Gildersleve.—The People vs. Raymond Monico, felonious assault and battery; Same vs. John Leo, felonious assault and battery; Same vs. John Leo, felonious assault and battery; Same vs. John Reiliy, burglary; Same vs. William Daggert and Philip Brady, grand larceny; Same vs. Joseph Frank, grand farceny; Same vs. William Modoldrick, false pretences; Same vs. William Abbott, larceny; Frank, grand farceny; Same vs. William Modoldrick, false pretences; Same vs. Garl Revers, neutriarceny; Same vs. John Gaffa, grand farceny; Same vs. James Conway, grand farceny; Same vs. John Gaffa, grand farceny; Same vs. John Gaffa, grand farceny; Same vs. John Battlo, grand farceny; Part 2—Held by Recorder Hackett.—The People vs. William Cording and August Hingbrand, felonious assault and battery; Same vs. Michael Chambers, felonious assault and battery; Same vs. Annie and Charles Model, for the person; Same vs. Charles Meyer, farceny from the person; Same vs. Joseph Hubert, farceny from the person; Same vs. Joseph Foley, excise; Same vs. John P. Windorph and Charles Miller, excise; Same vs. John P. Windorph and Charles Miller, excise; Same vs. John P. Windorph and Grarder of Over Ann Termiser—Held by Judge Brady.—The People vs. Thomas S. Lambert, perjury (continued.)

COURT OF APPEALS. ALBANT, N. Y., Dec. 5, 1877.

Proceedings in the Court of Appeals, Wednesday, December 5:No. 215. Bertholf vs. O'Reilly.-Argument resumed

No. 213. Bertholf vs. O'Reilly.—Argument reamined and concluded. No. 149. Collins vs. New York Cen-tral, &c., Railroad.—Argued by A. P. Laning for appel-lant; submitted for respondent. No. 158. Coughlin vs. New York Central, &c., Railroad.—Argued by A. P. Laning for appellant; John C. Strong for respondent. CALENDAR.

The following is the day calendar for Thursday, December 6:- Nos. 167, 222, 224, 182, 229, 236, 122, 127.

. A WEALTHY HEIR.

Mr. D. Willis James, late guardian of N. E. James, applied some time ago to Surrogate Dailey, of Kings county, for the passage of his accounts and his discharge, the ward having attained his majority. The Surrogate, by a misinterpretation of the guardian's accounts, became possessed of the idea that \$80,000 had been expended in eight yours for the maintenance, education and support of the ward. A lengthy opinion was given by the Surrogate, in which he refused the application for the time being on the ground that \$10,000 per year for the maintenance of an binant was a remarkably large sum. The mistake was afterward pointed out to the Surrogate and he was shown that instead of \$50,000 having been expended in eight years for the support, &c., of the infant, but \$29,995 16 was paid out. Yesterday Surrogate Bailey fendered another decision, in which he states that this sum, "considered in reference to the means and position of the ward and the length of his minority, was reasonable and proper. The administration of his trust by Mr. James shows that he has largely increased the innic originally committed to his care, and his management thereof has been in all respects prucent and judicious." He brings the decision to an end by passing the accounts of Mr. James. Surrogate, by a misinterpretation of the guardian's

DR. LAMBERT'S TRIAL.

STERNUOUS EFFORTS OF THE DEFENCE TO

PROVE TECHNICAL INNOCENCE-THE DEPUTY SUPERINTENDENT OF INSURANCE EXAMINED. Another numerous attendance marked the thirdday of the trial of Dr. T. S. Lambert, late President of the Popular Life Insurance Company, on the charge of perjury, in having sworn falsely to the report of his company to the Superintendent of Insurance. A score or more people identified with the insurance business were on hand as on the two previous days. Ex-Recorder Smith, senior counsel for the defence, essayed a bold movement in the beginning of the day's proceedings by seeking to discredit the validity of the oath taken by the two leading officers of the comthat the notary public, Mellick, was not a resident of this State, and furthermore, unless the notary's signature could be identified as that of William H, Melinck, there was an end of the prosecution. Failing accused was attached only to the affidavit sworn to before the notary, and not to the schedule giving the assets and liabilities of the company, he could not be held responsible for errors in the latter, as he was nished him by the clerks of the company.

testified that he was a deputy coroner, and issued a certificate of the death of Mellick April 24, 1877. Mr. Smith, counsel for delengant, cross-examined the witness with the view of hading out it the residence of the deceased notary was on the certificate of death. Judge Brady-What is the materiality of the ques

that the residence of the notary was in New Jersey the oath taken before him was invalid, as the law requires the notary should be a resident of this State. The question was excluded.

called to prove the administering of the usual eath to a man named William H. Mellick, on becoming a

a man named William H. Mellick, on becoming a notary public. He pointed out the entry of Mellick's name in the Court record, but he could not swear whether the signature was Mellick's or not; in fact, he could not recall the man. Some time-was consumed between counsel arguing the point as to the identity of Mellick with the entry in the book produced. Judge Brady said the book spoke for itself, and the entry must have meant the Mellick in question, as there was no other of the name recorded. ARGUING TECHNICALITIES.

Gilbert T. Reader restines to Mellick acting as notary public at the corner of Broadway and Canal street, in the same building where the Popular Lite insurance Company was located. On a question as to the witness' knowledge of Mellick's signature counsel for defendant interrupted and after some argument proceeded to read the act of 1853 prescribing the kind of report required to be made to the Superintendent of the Insurance Department by the different companies, enumerating afficent terms necessary to be covered. "Now," said Mr. Smith, "the three items which it is charged by the prosecution the decendant falsely represented are not enumerated in the litteen different provisions required by law," Counsel then read the affidavit made by Lambert and Cruikshank, respectively president and secretary of the Popular Life, in regard to the condition of the Company, and insisted that the affidavit related only to the entries on the books, and that it the books show what the report contained or it they taily with it then the affidavit is all true and proper. Counsel referred to the case of a certain great insurance company with securities of \$00,000,000, and declared it would be impossible for the president of that company to verify, himself, every item in a report, and it was so with the president of any other company. He must depend upon those assisting him for the accuracy of his statements. Dr. Lambert signed the affidavit, but not the scheduled attached.

Mr. Phelps replied that the affidavit on which t

vit are not signed by the accused has no weight, because one signature is enough for all the papers inclusive.

Judge Brady said by the intendment of the law they are subscribed in whole if subscribed in part, and on the points raised by counsel, which are likely to be similar to those discussed in a prior case of the same nature, he should rule as his predecessor, Judge Davis, ruled.

The cross-examination of the witness was resumed, counsel for defendant seeking for evidence that the notary Mclick, by reason of this residence, was meapable of taking an affidavit. Witness said he did not know where Melick lived.

Mr. Smith—Do you know where his family lived?

District Attorney Phelps—I object to that. Where the man's family lived has nothing to do with the point in question.

lected policies were bogus; they were marked with a blue pencil to save time; he asked Reid who had been fixing up the books, and he replied "No one;" there was an item in the cash book of \$46,000 cash disbursed for conditional certificates; Mr. Reid said it represented stock checks, and on being asked what they had to do with disbursements he said he did not know; he said there were \$46,000 carried in cash and that it represented stock checks; in reply to the question what that had to do with disbursements, he said he did not know that it was not cash; the delendants in explanation of the item said, "Does it not explain likel?" I told him it did not; that I did not think it was cash, and I gave as my reason that it could not be cash for the reason that he had to borrow \$6,000 from the bank where he professed to have that \$46,000 deposites; when the Superintendent came down from Albany I pointed out the books to him; Mr. Lambert was present and he made a proposition to examine the Superintendent's head—(taughter)—the Superintendent, Mr. Smyth, on leaving said, "You had better, Dootor, put a pair of caliphers on the cash box."

Mr. Rollins inquired what calliphers were and witness, making a movement of his hands around his head, indicated that they were some sort, of arrangement for making a phrenological examination of the human cranium. The explanation of the witness estimates to propose as analysis of superintendent Smyth's various bumps when he came to talk to him upon the condition of the company of which he was president. The witness centinued:—At the third intervew the Dootor said, "There may be an impairment here;" and I said, "If there be an impairment why did you make this disbursement of \$46,000?" he repried there were some details about that that he would have to look over; I told him that there was very intile cash about the checks he showed me of his own and of Dr. Morris; that Mr. Reid told me they were given for salary; I cannot remember what answer he gave; the checks were drawn on a trust compa

STRUGGLING TO SAVE CASE.

Before the resumption of the case of Dr. Lambert Mr. Algernon S. Sullivan appeared and urged on Judge Brady the granting of a stay of proceedings on benuif of the convicted president of the Security Life Insurance Company, Robert L. Case. Mr. Sullivan had alread; been before Judge Davis and failed to get what he wanted. He said to Judge Brady that while headmitted it was a discretion which the courts should rarely exercise he thought no harm would result in the present instance and the reputation of the court for prompt administration of justice would not suffer. It was the first time that a charge of perjury had been brought on that form of affidavit prepared by the insurance Department and sworn to by the prisener. Mr. Sullivan held that the words, "to the best of my knowledge, information and belied," qualified the whole affidavit so that no part of it was sworn to without that qualification and none sworn to assolutely. The reply of District Attorney Phelips was that the first clause sworn to was that the busiseribers were president and secretary respectively and that fact was sworn to absolutely. The next, that such and such assets are the absolute property of the company, a coatter within their knowledge, then come the habilities, and as to these the oath is on information and belief.

Mr. Sullivan responded by saying it was clear rarely exercise he thought no harm would result in

belief.

Mr. Sullivan responded by saying it was clear enough the prisoner might have sworn in a qualified way. It was all one statement, concluding with "information and belief." No one could tell but that such was the intention of the draughtsman and the affiants. At all events no harm could be done by permitting that aged man to remain in the Tombs until the General Torm decides. Judge Brady said he would render his decision this morning.

SUPERINTENDENT SMYTHE'S CON-CESSION.

Some weeks ago Mr. John F. Smythe, Superintendent of Insurance, notified the life companies in this city to forward lists of their policy holders, with certain other specifications, including l'ost Office ad-dresses. These requirements met with great op-position from life insurance officials, nearly all of them agreeing that such a demand was

entirely unprecedented, and would expose the business of each company to the mercy of any one who could gain access to the proposed lists. The subject received very considerable attention in insurance circles, and while it was conceded that the Superintendent had the legal right to make the requirement, there was a prospect of much protestation and evasion if pessible. Fortunately, however, the Superintendent has withdrawn his demand in view of the serious opposition with which it was received, and suggests that some less objectionable plan may be devised for securing his purpose, which is understood to be to put the companies under the strictest surveillance possible.

THE SUGAR BATTLE

TION OF THE TARIFF-SECRETARY SHER-MAN'S ACTION-VIEWS OF A LEADING IM-

PORTER IN SUPPORT OF HIS PROCEEDING. A deep interest is lelt in the revision of the tariff, especially as it will affect the importation of sugars, one class of importers and refiners protesting loudly establishing rates which they claim are arbitrary and class of importers and dealers take equally strong grounds against the law as it now stands. Among the gress is being circulated in all the great cities from

able. It is irregular, because comparative density of shade is difficult to determine in the brown, red, yellow and gray colors, which characterize augars imported from different parts of the world, the standard being gray only; besides, nettuer color nor difference in shade indicates the intrinsic value of sugars, new processes of manufacture having changed their characters, effectually as to combine large percentages of pure sugar with low colors. So well has this teem come, that the necessary of the Treasury has received the impression that sugars have been artificially colored in order to be brought in at the lowest rate of city. It is unequal, because practically their same that the same before the sugars have been artificially colored in order to be brought in at the lowest rate of city. It is unequal, because practically their same fitted in the same before the same of the law of the same of the law of t

In view of the great interest which is felt in the of the most prominent importers in this city, who gave at considerable length the views of those dealers of the most prominent importers in this city, who gave at considerable length the views of those dealers who support this petition, and are opposed to the refiners who are in conflict with the secretary of the Treasury. "The trouble with the secretary of the Said, "is that in 1875 they produced legislation which can almost be called a fine art in protective theory and practice. The tariff previous to that time was altogether in their favor, but the addition of twenty-five per cent alike to duty and drawback throw the whole business of sugar in this country into the hands of perhaps twenty or twenty-five firms. The import is over 600,000 tons, worth probably \$100,000,000, and not one pound of this can be imported in a condition fitted for Tonsumption. This teriff is so arranged, by being based upon color, that the highest quality can be passed through the customs at the lowest rate, while the drawback was arranged on the supposition that high quanty paid the high duty. The extraordinary profits which such a combination promised induced several of the largest firms in the refining business to double the size and capacity of their bouses. In the meantime the Treasury Department upon investigation discovered that they were paying too much in drawback and called for an investigation. This investigation, by ingenious management, took up the question upon the same Islactions theory—that is, that the high grades of raw or imported sugar, which would pay the high rate of duty, and upon that reperted a certain rate of drawback, but hitle reduced."

"But how did the astion of the Secretary of the

Mr. Smith—Do you know where his family lived?
District Attorney Phelips—I object to that. Where
the man's lamily lived has nothing to de with the
point in question.

Mr. Smith—Well, the legal assumption is that where
a man's lamily lives the man himself lives.

District Attorney—On the contary, the legal assumption is all the other way. (Laugher.)

The counsel on both sides had a grumbling sort of
an argument for a while, and then a recess was taken,
alter which the cross-examination of Reader was relick was a resident of New Jersey, but the effer was
rejected.

The deputy strenking an offer to prove that Mellick was a resident of New Jersey, but the effer was
rejected.

The deputy strenking strenking was donn A McCail, Jr., Deputy
Superintendent of linurance, who testified that he
made an examination of the company's books. Numerous objections traised by Mr. Smith were overrued
by the Court. The witness produced the books and
sain the report showed 1,000 outstanding policies,
only three of which appeared to have been paid; he
was assisted in the examination by Mr. Reid, the
bookkeeper; Mr. Reid toid him nearly all the uncoliected policies were bogus; they were marked with a
buse pencil to save time; he asked Red who had been
fixing up the books, and he replied "No one;" there
was an item in the cash book of \$46,000 cash disbursed
if consultional certificates; Mr. Roid said it repre-

demand is, as you see, immediate present relief."

"From whom?" the reporter inquired.

"Why, squarely and fairly from the United States
Treasury, or, in other words, from the people of the
United States."

A LAWYER IN TROUBLE.

Deputy Sheriff Higgins yesterday arrested a lawyer named John Percy, who had been fined \$100 for con-tempt of court and who had refused to pay the fine. The prisoner was louged in Ludiow Street Jail.

REAL ESTATE.

The following sales were made yesterday on the Real Estate Exchauge:-

Real Estate Exchauge:—

BY SCOTT AND MYRES.

Supreme Court foreclosure sale—N. Jarvis, Jr., referce—of seven lots, each 25 xth 11, on West 185th st. s. s., 125 ft. w. of 7th sw., to plaintiff.

Also, similar sale—A. DeWitt Baidwin, referee—of a piot of land, 200x134, on Willis av., w. s., botween 135th and 135th sat. to plaintiff.

BY JAMES M. MILLER.

Supreme Court toreclosure sale—Joseph Mecks, referee—of a bouse, with lot 25x102.2, on East 50th st. n. s., 125 ft. w. of 2d av., to plaintiff.

Supreme Court foreclosure sale—William B. Wyatt, referee—of the two and one stery frame houses and stables, with plot of land 100x102.2, on West 73d st., a. e. corner 10th av., to plaintiff.

Foreclosure sale, by order of the Court of Common Pleas—James Wiley, referee—of the three story frame house, with lot 18.4x100.10, No. 233 East 119th st., n. s., 17.4 ft. w. of 2d av., to Lamb & Carter.

Also, one lot, 25x95.1, on Sylvan place, w. s., 67 ft n. of 120th st., to plaintiff.

Foreclosure sale, by order of the Court of Common Pleas—James F. V. H. MULLER, SR.

Foreclosure sale, by order of the Court of Common Pleas—James F. V. an stenseelear, referee—of the five story order lactory, with lot 23x53, No. 155 av. C. w. s., 46.3 ft. s. of 10th st., to plaintiff.

Total sales for the day.

Total sales for the day \$82,526

Total sales for the day \$82,526

Total sales for the day \$82,526

Sith st., n. s., 300 ft w. of 1st av., 550,98.9; Cornelius V. Antworp to Margaret L. Pope Nou. 3d st. n. s., No. 340; M. Estricher and husband to Sophia Meyer.

Sheriff st., e. s., 150 ft n. of Delancey st., 25x100; H. Sternborg and husband to B. Wettieh. 14,000

Sith st., s. s. corner of 1st av., 55,4x113; J. Stewart, Jr., to Mary A. Donovan. 12,100

(234 ward); E. Woods and wife to L. A. Badding-ton. 12,100

19th st., n. s., 160 ft, w. of 1st av., 80x92; H. Friedlanier to S. Biant. 80s. 10, 750

19th st., n. s., 160 ft, w. of 1st av., 80x92; H. Friedlanier to S. Biant. 80s. 10, 750

Franklin av. w. s. (253 ward), W. H. Leonard (reference) to Alired Dickinson. 5,000

125th st. s., 185th w. of 5th av., 37x100.11; K. F. Farroll trefered to E. Jewsti. 170, 170

17th st. s., 383-35 ft. w. of 3d av., 35.6x100.11x ir rogular; Martha Hays and hasband to F. J. 3,200

1st av. n. e. corner of 17th st., 28x84; Geo. T. Cur.

bins av. and Lexington st. (Eid ward); 3 years.
Same to same, Lexington st. (23d ward); 3 years.
Young, John F. to R. M. Brainbridge, n. s. of Laight st. w. of Variek St.
Same to M. E. Brainbridge, n. s. of Laight st. w. of Variek St.
Same to M. E. Brainbridge, n. s. of Laight st. w. of Variek St.
Deane, M. M. G. and husband, to Home Insurance Company, e. s. of 4th st., s. w. of 11th st.; 1 year.
Cassiay, Ann. to S. G. Williams, s. s. of 35th st., c. of 5d sv., 3 years.
Philips, Whitenan and wife, to A. Partridge, n. w. corner of 4th and Horatio sts.: 2 years.
Black, Emma M., to B. B. Johnston, n. s. of 24th st., e. of 5th sv.; 5 years.
Dempsey, Ann and husband, to Emigrant Industrial Savings Bank s. w. corner of daw, and 35th st., i year.
Alrens, John G. H. and wife to O. Hausell, n. w. corner of vircenwich and Murray sts.; demand...
Alrens, John G. H. and wife to O. Hausell, n. w. corner of vircenwich and Murray sts.; demand...
Hall, Horry B., to theoroge F. Briston, s. o. of George St. (25d ward); 3 years. 5,000

## FINANCIAL AND COMMERCIAL

The Stock Market Again Weak.

GOLD 102 5-8 A 102 1-2

Government Bonds Weak, States Lower and Railroads Strong.

MONEY 5 A 6 A 7 A 6 PER CENT.

Although Mr President Mancam in his letter to the Stock Exchange yesterday was indignant that the smoke which hung about the credit of the National Trust Company should be taken as an evidence of fire, he appears, by the following affiche, to have some faith in the proverb after all. The notice which was posted in the company's office early this morning

TO THE DEPOSITORS OF THE NATIONAL TRUST COM-

To the Depositors of the malicious reports in circulation regarding the character of this company, and by the recommendation of Mr. Best, the Special Bank Examiner of the State, we hereby give notice that we require the ten days' notice under which all deposits are made.

D. R. MANGAM, President

are made.

D. R. MANGAM, President.
I cordially indorse the action of President Mangam
in requiring the actice of ten days referred to above.

WILLIAM J. BEST, Special Examiner.

Two facts are patent—first, that Mr. Bost was at
work examining the affairs of the company at a tim
when the president was understood to deny that sage concern has actually stopped payment on demand 1; at sight. Little or no effect, however, was nad upo the share market. The egg had been suck pretty dry by speculators the day before, and it was not a particularly golden one at that. So prices which is had sold down during the first hour of business began to rally before noon, but only to slump away again. and finally to close materially higher and at nearly the best figures of the day. Lake Shore, as for days past, was the weakest of the list, with no more verteb than an oyster and not near so inviting an object to bulls who had got long of the stock in the seventies. Toward the close of business a vigorous upward push was given to the stock, which marked quotations up to 60%, the point to buy being freely circulated. Western Union took an equally sudden turn upward, possibly because it should properly have taken a turn downward, is met and adjourned until Monday next without pass ing upon the subject of a dividend. While business was fairly active fluctuations were limited, the great-est changes being in Luke Shore and the grangers. An values one per cent or more, rather puzzled the triends of these properties who have pinned their earnings of the St. Paul road for the fourth week in November, which show a comparative gain over last year of only \$2,700, may have had something to do with the weakness and by sympathy affected its

Northwestern neighbor. OPENING PRICES.

The opening prices to-day were as follows:-Gold, 102%; Western Union, 77%; Lake Shore, 59%; New York Central, 105%; Michigan Central, 57%; Delaware, Lackawanna and Western, 49; Delaware and Hude son, 47%; Morris and Essex, 75%; Erie, 9%; St. Paul, 34%; do preferred, 69½; Northwestern, 34%; do. preferred, 65; Kansas Pacific, 7%; Wabash, 15; C., C., C. and 1, 33; Haunibal and St. Joseph, 12%; do. preferred, 27½; Chicago and Alton, 77%; Rock Island 99%; C., B. and Quincy, 101½; Union Pacific,

67; Mariposa preferred, 4%.

The closing quotations at three P. M. were: 

The following were the highest and lowest prices o stocks to-day :-

Chicago and Northwestern ...... 34% Chicago and Northwestern preferred Chicago, Rock Island and Pacific... Chicago, Burlington and Quicey.... Chicago and Atton. Del, Lack, and Western. Del, and Hudson Canal.... Vood, Hannibai and St. Joseph preserved. 27%
Lake Shore. 60%
Michigan Central. 58%
Milwaukee and St. Paul preserved. 69%
New York Central. 106
Ohio and Mississippi. 8%
Toledo, Wabash and Western. 15
Western Union Telegraph. 77% 1 i, Fox,

Lucy

THE MONEY MARKET. Money on call was easy in the forenoon at 5 a cent, most business being done at 5% a 6 per ce. dera During the afternoon, however, money advanced to semand closed at 5 per cont. Prime commercial par alti-was quoted at 5 a 7 per cent. The following were ti. Ilena rates of exchange on New York at the undermentioned, cities to-day:-Savannah, buying % discount, seillight and %; Cincinnati, fair demand, 100 discount, seiling per Charleston easier, buying freely at % discount; Louis, 50 discount; New Orleans, commercial % a just 7-16, bank % discount; Chicago, 50 premium and waukee, par. Foreign exchange was quiet, with note business on the basis of 4 80% a 4.81 for bankers' six orre

Gold opened at 102%, advanced to 102% and drong or der to 10214, at which price the closing sales were effect; wyer, The carrying rates were 3, 214, 2, 114 and 1 per cent. GOLD CLEARINGS AT THE NATIONAL BANK STATE OF NEW | Gold CLEARINGS AT THE NATIONAL RANK STATE OF REW | FOR YORK. | \$2,961,235 | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 235. | 2

days' sterling bills, and 4.84% a 4.85 for demand.

THE GOLD MARKET.

GOVERNMENT BONDS. Government bonds declined a traction to-day, but closed firm.

THE PORRIGN MARKET.

The London advices report consols and United States bonds % a % lower than at the close yesterday. Erie lell off to 9% for the common and to 22% for the preferred. New York Central rose to 108%. Illinois Central was steady at 72%. The closing prices were as tellows :- Consols for money, 95% a 95%; consols for account, 9514; new 414 per cent bonds, 10514 a 105%; five-twenty bonds of 1867, 109% a 109%; tentorty bonds, 108%; fives of 1881, 107%; Eric common shares, 9% a 9%; Erio preferred shares, 22%; New York Central, 106; Illinois Central, 72%. In Paris rentes sold at 106L 70a, and exchange on London was

State bonds at the Board were % lower for North Carolina sixes, old; steady for the other North Caroline issues and Louisiana sevens, and weak for Tennessee, which fell 4 a 4% per cent and atterward made slight recovery. The extra session of the Tennes-see Legislature, which was called by the Governor for the purpose of getting that body to agree to "scale" the debt in accordance with the pian of the New York arbitrators, met to-day, and from the decline in there bonds it is pretty sale to assume that some one here has information that the Legislature will not accept the award of the arbitrators alieded to, its nominal value, and pay interest upon that part,

regularly. BAILROAD BONDS. Railroad bonds were generally steady, the only changes having been a decline of 2 per cent in C., C. and I. C. firsts, and & in Northwestern gold sevens and

[CONTINUED ON NINTH PAGE ]